

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



**SCOPE OF WORK PROVISIONS**

**FOR**

**LANDSCAPE OPERATING ENGINEER**

**IN**

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES**



**INTERNATIONAL UNION OF  
OPERATING ENGINEERS**

**WM. C. WAGGONER**  
*Business Manager  
and  
General Vice-President*

April 25, 2002

Maria Y. Robbins, Deputy Chief  
State of California  
Department of Industrial Relations  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, Eighth Floor  
San Francisco, CA 94102

**RE: Landscape Operating Engineers Scope of Work**

Dear Ms. Robbins:

Enclosed please find the landscape operating engineers scope of work.

If you have any questions, please call me.

Sincerely,

Fred C. Young, Financial Secretary  
I. U. O. E., Local Union No. 12

FCY:smc  
One Page Enclosure  
cc: David Lanham, ECC  
Agreement Department

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Chief's Office

**Landscape Operating Engineers**  
**Scope of Work**

INTERNATIONAL UNION OF

**OPERATING ENGINEERS**  
Local Union No. 12

**Landscape Construction.** For the purposes of the State Public Works Law, landscape construction involves the beautification of a plot of land by changing its natural features through the addition or modification of lawns, trees, bushes, etc. Scope of work covers the operation of heavy equipment.

**(1) Landscape construction or renovation on a landscape project includes:**

- \* Constructing or maintaining lawns, yards, gardens or other landscape surfaces.
- \* Mixing and spreading mulches, ground covers, soil amendments, decorative bark or decorative rock.
- \* Seeding, sodding.
- \* Applying chemicals or fertilizers.
- \* Planting trees, shrubs or plants.
- \* Installing, servicing or repairing aboveground lawn or landscape sprinkler systems.
- \* Installing, servicing or repairing underground lawn or landscape sprinkler systems to a maximum depth of three feet below finish grade.
- \* Assembling or placing premanufactured trellis work, play equipment, benches or picnic tables.
- \* Constructing rock walls to a maximum height of four feet.
- \* Land clearing.
- \* Spreading topsoil to a maximum depth of six inches below finish grade.
- \* Trenching to a maximum depth of three feet below finish grade.
- \* Installing french drains or other subsurface water collection systems to a maximum depth of three feet below finish grade.
- \* Hauling topsoil, plants or other landscaping materials by heavy equipment.

**(2) Landscape construction does not include:**

- \* Any activity or task (including those mentioned above) when performed preparatory to any nonlandscaping construction work.
- \* Constructing roads, footpaths, trails or rock walls more than four feet high.
- \* Custom fabrication of trellis work, play equipment, benches or picnic tables.
- \* Constructing restrooms, shelters or similar structures.
- \* Installing sewer systems, storm sewer systems, catch basins, vaults or drainage systems for impervious surfaces (such as parking lots).
- \* Installing drainage systems or underground sprinkler systems more than three feet below final grade.
- \* Land clearing, dozing, grading, excavating or hauling except as permitted above.
- \* Tree falling or bucking.
- \* Subgrade preparation.
- \* The use of power equipment with more than ninety horsepower.
- \* Demolition of structures.
- \* Installing agricultural irrigation systems.
- \* Encapsulation of landfills.

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MASTER LABOR AGREEMENT

JAN 26 2005

Div. of Labor Statistics & Research  
Chief's Office

between

RODNEY A. HAMILTON, INC.

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12

This Agreement entered into this 1st day of October, 2004, by and between RODNEY A. HAMILTON, INC., signatory hereto, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

The Employer is engaged in Landscape and Irrigation and Site Development work in Southern California and Nevada, and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Employer wants to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Employer, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Employer further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Employer is assured continuity of operation and the employees of the Employer are assured continuity of employment and industrial peace is maintained.

ARTICLE I  
General Provisions

A. Definitions:

1. The term "Contractor" or "Employer", as used herein, shall refer to the Employer party to or bound by this Agreement.

2. The term "Union", as used herein, shall refer to the International Union of Operating Engineers, Local Union No. 12.

3. The term "Workman" or "Workmen", as used herein, shall refer to a person, or persons, in the labor market who are not employed.

4. The term "Employee(s)", as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement and Owner-Operators as defined in Article XIX, Section O.

5. All personal nouns and pronouns refer to the male and female gender.

B. Coverage:

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractor in the territory as described in this paragraph, employed to perform or performing any landscape or irrigation work within the jurisdiction of the Union, as such employees and landscape or irrigation work are respectively defined hereafter in this Agreement in the area known as the State of California, Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument, San Diego County, and the State of Nevada, Counties of Clark, Esmeralda, Lincoln and Nye.

2. The Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

3. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union signatory to this Agreement.

a. It shall cover all landscape and irrigation work on public or private jobs.

4. It is agreed that all repair and maintenance of Operating Engineers equipment performed by the Contractor shall be performed by an Operating Engineer employee covered by this Agreement.

5. In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by the Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

## ARTICLE II Union Recognition

A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

B. Employees employed by the Contractor for a period of eight (8) days continuously or accumulatively under the work jurisdiction of the Union as that term is defined herein shall be or become on the eighth (8th) day or eight (8) days after the effective date of this Agreement, whichever, is later, members of such Union and shall remain members of such Union as a condition of continued employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.

F. The Contractor shall provide in his contract with the Subcontractor the following provisions:

"The Subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article III of this Agreement. The Subcontractor agrees that he will bind his Subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."

G. Loading and Unloading Equipment:

1. So far as it is within the control of the Contractor, the transportation of Operating Engineers equipment by means of its own power, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

2. The Contractor and his Subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment, which use will tend to cause any discord or disturbance on the project.

ARTICLE V

Procedure for Settlement  
of Grievances and Disputes

Section 1. Grievances shall be limited to matters concerning the provisions of the Agreement. A "grievance" as that term is used in this Contract means a claim by an Employer, employee or employees, that a term of this Contract has been violated. Neither the Union, Employer nor any employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Contract or any part hereof. No disputes, complaints or grievances shall be recognized unless called to the attention of the Employer and the Union within thirty (30) calendar days (except on discharge, which shall be seven [7] working days) after the alleged violation occurs.

Section 2. Grievance Steps. The following procedures for settling grievances and disputes shall be followed without deviation to the end that the Employer or any employee of the Employer shall be duly represented in his grievance. All employees

rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership.

B. In the event the Union is unable to refer applicants for employment to an Employer in sufficient number, or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Employer to fully comply with minority hiring requirements imposed by his construction contract with any Federal, State or governmental body, commission or agency, or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Employer, then in any such event the Employer shall be free to directly recruit from any source such number of minority applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance.

C. It is understood, the Employer shall submit to the Union, in writing, any such request for minority applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law, the Construction project number, and a copy of the compliance order.

#### ARTICLE XI Coverage

A. In addition to this Agreement coverage, this Agreement shall also include: jobsite, field survey work, asphalt, screening, soil cement and crushing plants and operations, forest fires, flood and emergency work which work will be performed under the terms of the Master Labor Agreements of Local 12 jurisdiction.

B. The parties to this Agreement recognize that Operating Engineer Foremen are dispatched by the Union or appointed by the Contractor and are subject to negotiated wage rates and shift schedules and are covered by contributions into the various Operating Engineer Fringe Benefit Trusts for all hours worked or paid. Foremen are utilized as representatives of the Contractor in a supervisory capacity.

1. The Union agrees no disciplinary measures will be taken against such foremen for any actions taken by them as directed by their Employer when such actions conflict with this Agreement.



2. The Union may, however, file all grievances and disputes through the grievance procedure under Article V of this Agreement, and may, at their discretion, institute their prerogatives regarding Union proceedings.

3. Nothing in this Agreement shall limit the right of Contractors to utilize machinery and equipment dealers to perform major repairs on machinery and equipment on or off the jobsite. All other maintenance and repairs which are normally and customarily performed, shall be performed by employees covered by this Agreement. If the parties to this Agreement determine that this paragraph is unworkable, then either party may reopen the Agreement with sixty (60) days' prior notice to the other party for the purpose of renegotiating this paragraph only.

## ARTICLE XII Dispatch Procedures

### A. Definitions:

#### 1. Group "A" Status:

a. Workmen who, as employees, have performed work covered by this Agreement and who have registered and have been available for work, as employees, at least two and one-half (2½) years accumulatively within the five (5) years immediately preceding registration at the Dispatch Office in the territorial jurisdiction of the Union and who are available for employment, shall attain Group "A" Status and may be requested by a Contractor by name, subject to the foregoing, and confirmed in writing by the Contractor no later than forty-eight (48) hours after the workmen report for work. There shall be no job soliciting.

b. Workmen shall have "A" Status extended for any period of incapacity or military service or for any period during which they are transferred by a Contractor to a job or project outside the geographic area of this Agreement and are there employed by such Contractor, or by a joint venture with which said Contractor is associated; "A" Status to be extended to Owner-Operators who previously had "A" Status.

c. Workmen who have completed the Apprenticeship Training Program established under this Agreement shall obtain "A" Status. Any Apprentice having been cancelled for just cause after written and specific notice and a full and fair hearing by the